

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

Valuation of Security     Assumption of Executory Contract or Unexpired Lease     Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re: Case No.: 16-33113-JKS  
Pauline Tomlinson Judge: Sherwood

Debtor(s)

**Chapter 13 Plan and Motions**

☐ Original    ☒ Modified/Notice Required    Date: March 26, 2021  
☐ Motions Included    ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

☒ DOES ☐ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☒ DOES ☐ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☒ DOES ☐ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: WDN    Initial Debtor: PT    Initial Co-Debtor: \_\_\_\_\_

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$ 785.00 per month to the Chapter 13 Trustee, starting on \_\_\_\_\_  
for approximately 2 months. Then \$1,345 for 25  
months and \$1,345 for 12 months

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description: \_\_\_\_\_

Proposed date for completion: \_\_\_\_\_

☐ Refinance of real property:

Description: \_\_\_\_\_

Proposed date for completion: \_\_\_\_\_

☐ Loan modification with respect to mortgage encumbering property:

Description: \_\_\_\_\_

Proposed date for completion: \_\_\_\_\_

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan:

Debtor has loss rental income.

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Community Loan LLC Bayview Loan	337-339 Central Avenue, East Orange, NJ 07108	\$31,200.00		\$31,200.00	\$5,200.00 (starting May 2021)

**c. Secured claims excluded from 11 U.S.C. 506:** ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation



**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments** ☐ NONE

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid
Hafadior Enterprise	1060 Wilson Ave., Teaneck, NJ	\$174,833	\$327,000	\$461,943	0		0

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender** ☒ NONE

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

**f. Secured Claims Unaffected by the Plan** ☒ **NONE**

The following secured claims are unaffected by the Plan:

**g. Secured Claims to be Paid in Full Through the Plan:** ☒ **NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan

**Part 5: Unsecured Claims** ☒ **NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ \_\_\_\_\_ to be distributed *pro rata*
- ☐ Not less than \_\_\_\_\_ percent
- ☒ *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid

**Part 6 Executory Contracts and Unexpired Leases ☒ NONE**

(NOTE: See time limitations set forth in 11 U.S.C. 365(d)(4) that may prevent assumption of non-residential real property leases in this Plan.)

All executory contracts and unexpired leases, not previously rejected by operation of law, are rejected, except the following, which are assumed:

Creditor	Arrears to be Cured in Plan	Nature of Contract or Lease	Treatment by Debtor	Post-Petition Payment

**Part 7: Motions ☐ NONE**

**NOTE:** All plans containing motions must be served on all affected lienholders, together with local form, *Notice of Chapter 13 Plan Transmittal*, within the time and in the manner set forth in D.N.J. LBR 3015-1. A *Certification of Service, Notice of Chapter 13 Plan Transmittal, and valuation* must be filed with the Clerk of Court when the plan and transmittal notice are served.

**a. Motion to Avoid Liens Under 11. U.S.C. Section 522(f). ☒ NONE**

The Debtor moves to avoid the following liens that impair exemptions:

Creditor	Nature of Collateral	Type of Lien	Amount of Lien	Value of Collateral	Amount of Claimed Exemption	Sum of All Other Liens Against the Property	Amount of Lien to be Avoided

**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☐ NONE

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified
Hafador Enterprise	1060 Wilson Ave. Teaneck, NJ	\$174,833	\$327,000	\$461,943	0	0

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.** ☒ NONE

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- ☒ Upon confirmation  
☐ Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.



**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- |  |                             |
|--|-----------------------------|
| 1) Ch. 13 Standing Trustee commissions |                             |
| 2) Other Administrative Claims         | 5) Priority Claims          |
| 3) Secured Claims                      | 6) General Unsecured Claims |
| 4) Lease Arrearages                    |                             |

**d. Post-Petition Claims**

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9 Modification ☐ NONE**

**NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: June 26, 2017

<p>Explain below <b>why</b> the plan is being modified:</p> <p>The term of the plan is being increased by 12 months, Decrease debtor do not get commercial rents</p>	<p>Explain below <b>how</b> the plan is being modified:</p> <p>The term has be increased by 12 months.</p>
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Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

☐ NONE

☒ Explain here:

There is a cram-down in section 4b of the plan.

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: March 26, 2021

/s/ Pauline Tomlinson  
Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
Joint Debtor

Date: March 26, 2021

/s/ Walter D. Nealy  
Attorney for Debtor(s)

In re:  
Pauline Tomlinson  
Debtor

Case No. 16-33113-JKS  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-2  
Date Rcvd: Mar 29, 2021

User: admin  
Form ID: pdf901

Page 1 of 3  
Total Noticed: 40

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
++	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4).
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 31, 2021:

Recip ID	Recipient Name and Address
db	+ Pauline Tomlinson, 1060 Wilson Avenue, Teaneck, NJ 07666-1812
cr	+ HAFNADIOR ENTERPRISES, c/o KILPATRICK TOWNSEND & STOCKTON LLP, 1114 AVENUE OF THE AMERICAS, 21ST FLOOR, NEW YORK, NY 10036-7709
cr	+ Nissan Motor Acceptance Corporation, PO Box 660366, Dallas, TX 75266-0366
516531926	++ BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238 address filed with court:, Bankamerica, Po Box 982238, El Paso, TX 79998
516604589	Bank Of America, N.A., PO BOX 31785, Tampa, FL 33631-3785
516674915	+ Bank of America, N.A., P O Box 982284, El Paso, TX 79998-2284
516531927	+ Bayview Financial Loan, 4425 Ponce De Leon Blvd, Coral Gables, FL 33146-1873
516531929	+ Cap1/vlcty, Po Box 30253, Salt Lake City, UT 84130-0253
516531936	+ First Data, 265 Broad Hollow R, Melville, NY 11747-4833
516531937	+ Frd Motor Cr, Po Box Box 542000, Omaha, NE 68154-8000
516531938	+ Hafnador Enterpries, 53-42 67 Street, Maspeth, NY 11378-1714
516531940	#+ KML LAW Group, PC, 216 Haddon Ave Suite 406, Westmnt, NJ 08108-2812
516538652	Nissan, POB 660366, Dallas, TX 75266-0366
516531941	+ Nissan Motor Acceptanc, Po Box 660360, Dallas, TX 75266-0360
516531948	+ Terrence Mingo, 31 Eppert Street, East Orange, NJ 07018-2504

TOTAL: 15

### Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: usanj.njbankr@usdoj.gov	Mar 29 2021 22:05:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpreion03.ne.ecf@usdoj.gov	Mar 29 2021 22:05:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
516761216	+ Email/Text: BKMailBayview@bayviewloanservicing.com	Mar 29 2021 22:04:00	Bayview Loan Servicing, LLC, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146-1873
516531930	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Mar 29 2021 21:21:10	Cbna, Po Box 6282, Sioux Falls, SD 57117-6282
516531931	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Mar 29 2021 21:21:33	Citi, Po Box 6241, Sioux Falls, SD 57117-6241
516531933	+ Email/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM	Mar 29 2021 22:04:00	Comenity Bank/avenue, Po Box 182789, Columbus, OH 43218-2789
519062031	+ Email/Text: BKMailBayview@bayviewloanservicing.com	Mar 29 2021 22:04:00	Community Loan Servicing, LLC, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gable, FL 33146-1873
516531950	Email/PDF: DellBKNotifications@resurgent.com	Mar 29 2021 21:35:11	Webbank/dfs, 1 Dell Way, Round Rock, TX 78682
516531935	Email/PDF: Citi.BNC.Correspondence@citi.com		

District/off: 0312-2

User: admin

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Date Rcvd: Mar 29, 2021

Form ID: pdf901

Total Noticed: 40

516716452	Email/Text: bnc-quantum@quantum3group.com	Mar 29 2021 21:34:42	Dsnb Macys, 9111 Duke Blvd, Mason, OH 45040
		Mar 29 2021 22:05:00	Department Store National Bank, c/o Quantum3 Group LLC, PO Box 657, Kirkland, WA 98083-0657
516539114	Email/Text: mrdiscen@discover.com	Mar 29 2021 22:03:00	Discover Bank, Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025
516531934	+ Email/Text: mrdiscen@discover.com	Mar 29 2021 22:03:00	Discover Fin Svcs Llc, Po Box 15316, Wilmington, DE 19850-5316
516531939	Email/Text: sbse.cio.bnc.mail@irs.gov	Mar 29 2021 22:04:00	Internal Revenue Service, PO Box 7346, Philadelphia, PA 19101-7346
516660440	Email/PDF: resurgentbknofications@resurgent.com	Mar 29 2021 21:22:02	LVNV Funding, LLC its successors and assigns as, assignee of Citibank, N.A., Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
516694006	+ Email/Text: bankruptcydpt@mcmcg.com	Mar 29 2021 22:05:00	MIDLAND FUNDING LLC, PO Box 2011, Warren, MI 48090-2011
516721220	Email/Text: Bankruptcy.Notices@pnc.com	Mar 29 2021 22:04:00	PNC Bank, NA, 3232 Newmark Drive, Miamisburg, OH 45342
516531942	Email/Text: Bankruptcy.Notices@pnc.com	Mar 29 2021 22:04:00	Pnc Mortgage, Po Box 8703, Dayton, OH 45401
516770542	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Mar 29 2021 21:29:59	Portfolio Recovery Associates, LLC, c/o Sears Card, POB 41067, Norfolk VA 23541
516770447	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Mar 29 2021 21:34:29	Portfolio Recovery Associates, LLC, c/o The Home Depot Consumer, POB 41067, Norfolk VA 23541
516531944	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Mar 29 2021 21:34:16	Sears/cbna, Po Box 6282, Sioux Falls, SD 57117-6282
516531943	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Mar 29 2021 21:29:47	Sears/cbna, Po Box 6189, Sioux Falls, SD 57117-6189
516531945	+ Email/PDF: gecsed@recoverycorp.com	Mar 29 2021 21:28:51	Synch/bp, Po Box 965024, Orlando, FL 32896-5024
516531946	+ Email/PDF: gecsed@recoverycorp.com	Mar 29 2021 21:28:52	Synch/jcp, Po Box 965007, Orlando, FL 32896-5007
516531947	+ Email/PDF: gecsed@recoverycorp.com	Mar 29 2021 21:20:37	Synch/synch, C/o Po Box 965036, Orlando, FL 32896-0001
516531949	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Mar 29 2021 21:29:47	Thd/cbna, Po Box 6497, Sioux Falls, SD 57117-6497

TOTAL: 25

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
516531932		Comenity Bank/avenue
516531928	*P++	BANK OF AMERICA, PO BOX 982238, EL PASO TX 79998-2238, address filed with court:, Bk Of Amer, Po Box 982238, El Paso, TX 79998
519062032	*+	Community Loan Servicing, LLC, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gable, FL 33146-1873

TOTAL: 1 Undeliverable, 2 Duplicate, 0 Out of date forwarding address

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and

District/off: 0312-2

User: admin

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Date Rcvd: Mar 29, 2021

Form ID: pdf901

Total Noticed: 40

**belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Mar 31, 2021

Signature: /s/Joseph Speetjens

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## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 26, 2021 at the address(es) listed below:

Name	Email Address
Denise E. Carlon	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
John R. Morton, Jr.	on behalf of Creditor Nissan Motor Acceptance Corporation ecfmail@mortoncraig.com mortoncraige cf@gmail.com
Marie-Ann Greenberg	magecf@magtrustee.com
Rebecca Ann Solarz	on behalf of Creditor PNC BANK NATIONAL ASSOCIATION rsolarz@kmlawgroup.com
Stefanie Kennedy	on behalf of Creditor HAFNADIOR ENTERPRISES stefanie.f.kennedy@gmail.com
U.S. Trustee	USTPRegion03.NE.ECF@usdoj.gov
Walter D. Nealy	on behalf of Debtor Pauline Tomlinson nealylaw@gmail.com r43366@notify.bestcase.com;walterdnealy-pc-5pBm29TvkU@mycasemail.com
William M.E. Powers	on behalf of Creditor Bayview Loan Servicing LLC ecf@powerskirm.com
William M.E. Powers, III	on behalf of Creditor Bayview Loan Servicing LLC ecf@powerskirm.com

TOTAL: 9